



# WASHOE COUNTY

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CM/ACM KS  
Finance DN  
DA [Signature]  
Risk Mgt. DT  
HR N/A  
Grant Mgt. GE

## STAFF REPORT

BOARD MEETING DATE: November 12, 2014

**DATE:** October 15, 2014

**TO:** Board of County Commissioners

**FROM:** Cheryl Surface, Park Planner, Planning & Development,  
Community Services Department, 328-2039, [csurface@washoecounty.us](mailto:csurface@washoecounty.us)

**THROUGH:** William H. Whitney, Division Director, Planning and Development  
Community Services Department, 328-3617, [bwhitney@washoecounty.us](mailto:bwhitney@washoecounty.us)

**SUBJECT:** Recommendation to accept a Arrowcreek Open Space Fuel Reduction Project-Phase 1 Subgrant award from the Nevada Division of Forestry [in the amount of \$24,000 - matching funds of \$13,776.80 funded through in-kind costs] for the period of November 24, 2014, through December 31, 2015; and if accepted, authorize the Director of the Community Services Department to execute the Funding Agreement and all associated grant related documents; and direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

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### SUMMARY

This grant application was submitted through Nevada Division of Forestry to the United States Department of Agriculture's State Fire Assistance program, on behalf of Washoe County Community Services Department-Regional Parks & Open Space.

The Arrowcreek Open Space Fuel Reduction Project involves the removal and thinning of brush to create a shaded fuel break between County Open Space and the private development located within the community of Arrowcreek. The treatment area totals approximately 183 acres of Washoe County open space. The general treatment will include cutting, chipping and removal of brush using mechanical mastication equipment and hand crews.

This fuels project will: 1. Increase firefighter and public safety by reducing the intensity of a wildland interface fire; 2. Reduce hazardous fuels located within the Arrowcreek community on Washoe County public property; 3. Improve access for fire apparatus and personnel into and out of the open space; and 4. Reduce the risk and severity of wildland fire by reducing brush continuity to minimize fire spread and intensity and reduce the fuel load to improve rangeland health.

The project will be completed within one calendar year of notice to proceed. Plans call for hand thinning brush upon receipt of the funding, with chipping and seeding occurring in the fall.

AGENDA ITEM # 7D6

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

### **PREVIOUS ACTION**

There have been no previous actions relating to this item.

### **BACKGROUND**

The Arrowcreek Master Planned Golf Community is located in Washoe County, Nevada southwest of Reno, approximately seven miles northeast of Mount Rose in the Carson Range. The interaction of weather, vegetation, and steep topography in this area creates exceedingly hazardous wildfire conditions and the potential for extreme fire behavior. Both recent and historic fire scars are evidence of the unavoidable event of wildland fire in this environment. Lightning strikes, as well as human-caused fires have burned more than 25,000 acres in the wildland urban interface in the Carson Range foothills over the last two decades. Some of the larger, recent fires have occurred near Arrowcreek including the Caughlin Ranch Fire and The Washoe Drive Fires in 2011. Resource Concepts, Inc. (RCI) was retained by the Arrowcreek Homeowner's Association (HOA) to conduct a wildfire fuel hazard assessment and prepare recommendations to reduce the risk of wildfire in the Arrowcreek Planned Community. RCI produced the Arrowcreek Community Wildfire Fuels Assessment in the fall of 2013.

The large tracts of land around the north and south perimeter of the Arrowcreek community are owned by Washoe County. Large portions of the Washoe County land to the north were burned in the 2000 Arrowcreek fire. On the west side of the Community is a narrow band of property belonging to Washoe County that borders the Toiyabe National Forest. This area has received prior fuels reduction treatment by Sierra Fire. Washoe County open space lands on the south side of the community have not burned in recent years and are characterized by dense, mature stands of mountain shrub vegetation. In the non-burned shrub lands, some of the native shrubs have grown to maturity leaving only small interspaces or no interspace between shrubs resulting in a continuous fuel bed and increased potential for severe wildfire spread. This project will provide continuous defensible space for the Arrowcreek Homeowners regardless of public or private property ownership. All of the Washoe County property on the south side of the Arrowcreek Community was assessed as high fuel hazard condition in the Arrowcreek Community Wildfire Fuels Assessment.

Arrowcreek HOA approached Washoe County regarding the need to form a collaborative partnership to treat the wildland fuel risks on both County and private property within the Arrowcreek community. Washoe County will begin a phased approach to treating the highest hazard parcels on the South Side of the Arrowcreek private property. Staff is working with our partners within the agency, including Truckee Meadows Fire Protection District to provide expertise on fuel treatment strategies. Additionally, we are partnering with Nevada Division of Forestry for cultural clearance survey, North Lake Tahoe Fire Protection District for field work and the Arrowcreek Homeowners Association for continuity in our priority project sites.

## **GRANT AWARD SUMMARY**

**Project/Program Name:** Arrowcreek Open Space Fuel Reduction-Phase 1

**Scope of the Project:** Over the next year, this project will fund fuels reduction treatment on Washoe County Open Space parcels adjacent to Arrowcreek Community private property located in Washoe County.

**Benefit to Washoe County Residents:** This fuels project will:

- Increase firefighter and public safety by reducing the intensity of a wildland interface fire.
- Reduce hazardous fuels located within the Arrowcreek Community on Washoe County public property.
- Improve access for fire apparatus and personnel into and out of the open space.
- Reduce the risk and severity of wildland fire by reducing brush continuity to minimize fire spread and intensity and reduce the fuel load to improve rangeland health.
- Improve wildlife habitat and diversity.
- Decrease fire danger, frequency and impact.
- Complement and enhance fuels reduction activities on adjacent private lands.

**On-Going Program Support:** The Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District continue to provide expertise on fuel treatment strategies and methods.

**Award Amount:** \$24,000

**Grant Period:** November 24, 2014 – December 31, 2015

**Funding Source:** Nevada Division of Forestry-State Fire Assistance

**Pass through From:** U.S. Department of Agriculture

**CFDA Number:** 10.664

**Grant ID Number:** USDA/SFA/15/03

**Match Amount and Type:** This is a one year grant; match will be accumulated and applied over the course of the one year period totaling \$13,776.80. The match is derived from the value of Washoe County trustee crew time and supervision to chip and spread the material removed from the project area, the value of the chipper equipment and revegetative seed.

**Indirect Cost Rate (applicable to the award):**

Grant's recoverable indirect cost rate:

- ☐ Indirect costs are fully recoverable
- ☒ Sponsor does not allow for indirect cost recovery
- ☐ Sponsor has limited indirect cost recovery at \_\_\_\_ %
- ☐ Sponsor requires indirect Cost Rate Approved by Cognizant Agency

**Special Terms & Conditions:** The project must conform to all State and local laws, regulations, ordinances and policies as outlined in the Funding Agreement.

**Sub-Awards and Contracts:** The project will require contracts for herbicide treatment and revegetation services. All contracts will conform to Washoe County policy. No sub-awards will be made.

### **FISCAL IMPACT**

Grant application number 108 was approved. This Nevada Division of Forestry award is a federal reimbursable one year sub-grant in the amount of \$24,000 for a non-capital project. The required match is \$13,776.80 and is derived from the value of Washoe County trustee crew time and supervision to chip and spread the material removed from the project area, the value of the chipper equipment and revegetative seed. Match expense will be split between multiple cost centers as each of the Inmate Work Program Leaders are cost distributed; 140556, 140610, 140620, 140710 for position #70001644 and 140320, 140600, 140630, 140713 for position #70001646. The chipper is available and is a shared piece of equipment between Washoe County and Fire Services; seed is expected to be donated, but the cost is negligible and will be posted to a parks horticultural account if it must be purchased. No direct or indirect cost recovery is allowed.

Grant revenue and expense will be posted to an internal order within Other Restricted Fund 270, responsible cost center 140100. Account transactions are as follows:

|                       |        |                       |          |
|-----------------------|--------|-----------------------|----------|
| Increase IN (pending) | 431100 | Federal Grant         | \$24,000 |
| Increase IN (pending) | 710205 | Repairs & Maintenance | \$24,000 |

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners accept a Arrowcreek Open Space Fuel Reduction Project-Phase 1 Subgrant award from the Nevada Division of Forestry [in the amount of \$24,000 - matching funds of \$13,776.80 funded through in-kind costs] for the period of November 24, 2014, through December 31, 2015; and if accepted, authorize the Director of the Community Services Department to execute the Funding Agreement and all associated grant related documents; and direct the Comptroller's Office to make the necessary budget adjustments.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to accept a Arrowcreek Open Space Fuel Reduction Project-Phase 1 Subgrant award from the Nevada Division of Forestry [in the amount of \$24,000 - matching funds of \$13,776.80 funded through in-kind costs] for the period of November 24, 2014, through December 31, 2015; and if accepted, authorize the Director of the Community Services Department to execute the Funding Agreement and all associated grant related documents; and direct the Comptroller's Office to make the necessary budget adjustments."

**NOTICE OF SUBGRANT AWARD**

|  |   |
|--|---|
| <b>Subgrantee's Name and Payment Address:</b><br>Washoe County Regional Parks & Open Space<br>1001 E. 9 <sup>th</sup> Street<br>Reno, NV 89512<br><br><b>DUNS#: <u>073786998</u> SAM Expires: _____</b><br><b>State Vendor # <u>T40283400 H</u></b><br><br><b>NOTE: All grantees must establish a vendor number before payment can be made.</b> If a Vendor Registration form is enclosed, fill it out and submit (via mail or fax) to Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form. | <b>Subgrant Project Title and Number:</b><br><br><b>USDA/SFA/15/03</b><br><b>Arrowcreek Open Space Fuel Red- Phase I</b><br><br><b>Amount of Subgrant Award: \$24,000</b><br><br><b>Expiration Date: December 31, 2015</b><br><br><b>Effective Date: <u>Date of last signature (State Forester)</u></b><br><br><b>Final report &amp; reimbursement request: Due no later than 45 days after project completion or date of expiration, whichever occurs first.</b> |
| <b>Primary Contact:</b><br><br><b>Name: Cheryl Surface</b><br><b>Telephone: 775-328-2019</b><br><b>Cell Phone: 775-721-3663</b><br><b>E-mail: <u>csurface@washoecounty.us</u></b>  | <b>NDF Grant Program Administrator:</b><br><br><b>Conservation Staff Specialist II</b><br><b>Nevada Division of Forestry</b><br><b>2478 Fairview Drive, Carson City, NV 89701</b><br><br><b>Office Phone: 775-684-2511</b><br><b>Cell Phone: 775-721-7360</b><br><b>Fax Number: 775-684-2571</b><br><b>E-mail: <u>kacevkc@forestry.nv.gov</u></b>   |
| <b>Scope of Work:</b> All aspects of the original grant application are hereby incorporated into this agreement, to include the budget and scope of work.  |   |

**ASSURANCES****BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:**

- Accept responsibility for compliance with all local, state, and federal statutes, regulations, and requirements.
- Ensure proper planning, management and completion of the project described in the original application and *Notice of Subgrant Award*. The grant application is hereby incorporated into this Notice of Subgrant Award.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Comply with all OMB regulations.
- Comply with Nevada's ethical standards requirements, including but not limited to NRS 281A and Governor Sandoval's Executive Order 2011-02, which can be found at <http://gov.nv.gov>

The signature below indicates acceptance of this sub-grant award and all requirements associated with this funding.

|  |   |
|--|---|
| Typed Name/Title of Subgrantee Authorizing Official: _____<br>Signature: _____ Date: _____   |   |
| <b>Name/Title, Nevada Division of Forestry Program Authorization:</b><br>Signature: _____ Date: _____<br><b>Name/Title, Nevada Division of Forestry Fiscal Authorization: Lauri Dunn, MA III</b><br>Signature: _____ Date: _____ |   |
| <b>Name/Title, Nevada Division of Forestry Administrator: Dave Prather, Acting State Forester / Fire Warden</b><br>Signature: _____ Date: _____<br>(Grant Period Start Date)   |   |
| *coding will be assigned at the time of payment  | Page 1 of 7 Revised 10/25/10<br><b>Notice of Subgrant Award (S:\Grants\TEMPLATES)</b> |

**Nevada Division of Forestry  
Approved Subgrant Budget**

Subgrant project title: Arrowcreek Open Space Fuel Red-Phase I Subgrant number: USDA/SFA/15/03

| Category  | Subgrant<br>Award <u>64</u> % | + | Subgrantee<br>Match <u>36</u> % | = | Total<br>100%      |
|---|-------------------------------|---|---------------------------------|---|--------------------|
| <u>Personnel/Labor</u>  | \$                            |   | \$                              |   | \$                 |
| <u>Travel*</u>  | \$                            |   | \$                              |   | \$                 |
| <u>Equipment</u>  | \$                            |   | \$                              |   | \$                 |
| <u>Operating/Supplies</u>   | \$                            |   | \$                              |   | \$                 |
| <u>Contractual (Subcontractor)</u><br>Grantee must supply NDF Grant/ Business Manager with one copy of each contract. | \$24,000.00                   |   | \$13,776.80                     |   | \$37,776.80        |
| <u>Other (including training)</u>   | \$                            |   | \$                              |   | \$                 |
| <u>Indirect Charges</u>   | \$                            |   | \$                              |   | \$                 |
| <b>TOTAL</b>  | <b>\$24,000.00</b>            |   | <b>\$13,776.80</b>              |   | <b>\$37,776.80</b> |

- \* Any approved travel will be reimbursed at the current State of Nevada rates.
- \* Any program income earned from activities supported by this award shall be reported and subject to Title 7 CFR, Part 3015

## NEVADA DIVISION OF FORESTRY FINANCIAL ASSURANCES

Subgrant project title: **Arrowcreek Open Space Fuel Red-Phase I** Subgrant number: **USDA/SFA/15/03**

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**1. Federal Requirements**

Sub-grantees must comply with the following: (Available online at: <http://www.whitehouse.gov/omb/circulars/>)

**Nonprofit Organizations** Title 7 CFR, Part 3019

- 2 CFR 215 (OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Orgs)
- 2 CFR 230 (OMB Circular A-122 Cost Principles for Nonprofit Organizations)
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

**State and Local Governments, Indian Tribes** Title 7 CFR, Part 3016

- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, and Indian Tribes
- 2 CFR 225 (OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribes)
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

**Educational Institutions** Title 7 CFR, Part 3019

- 2 CFR 215 (OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Orgs)
- 2 CFR 220 (OMB Circular A-21, Cost Principles for Educational Institutions)
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

**2. Procurement**

All sub-grantees must comply with state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. **Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.**

**3. Equipment Purchases**

For the purposes of this sub-grant, equipment per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. **Equipment purchases may not be allowable in all programs and must be pre-approved by the NDF grant program administrator.** Sub-grantees awarded equipment must follow all rules regarding use, management, and disposal as stated in the Code of Federal Regulations (7 CFR 3016.32 Equipment).

**4. Payment Methods**

All sub-grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures (grant share and matching share) must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of:

**a. Reimbursement Requests**

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Please note on each document whether it applies to the sub-grant share or the matching share. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

**b. Advance Payments**

**Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator.** Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. **Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry.** Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

**5. Matching Share**

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Sub-grant Budget and the applicable items 1 through 3, as listed above. Requirements for documentation of matching share are the same as the grant share, listed above.

**a. Volunteer labor rates** may be valued at the current rate on [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html) for skilled labor if there is no other justifiable rate to base pay on.

**b. Volunteer equipment hours** may be valued at the fair market value for the sub-grantees local area or at the current NRCS rates available at [http://efotg.nrcs.usda.gov/efotg\\_locator.aspx?map=NV](http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=NV) (click on your county, then on the + next to the sub-file labeled Section I, then on the + next to the cost data, and open the excel spreadsheet called LRF Practice Components Year).

**6. Audits**

Sub-grantees who expend over \$500,000 in federal funds in a year are required to comply with the Single Audit Act. Sub-grantees must send NDF a copy of any audit conducted in compliance with OMB Circular A-133 (<http://www.whitehouse.gov/omb/circulars/a133/a133.html>) within 60 days of receipt of the audit report. NDF will respond to the audit within 90 days. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

**7. Records Retention**

Sub-grantee must maintain records which adequately identify grant receipts and expenditures. **Per NDF Policies and Procedures, RDA #95086, all records must be kept by sub-grantee for six years after the expiration of the sub-grant.** The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.

## NEVADA DIVISION OF FORESTRY PROGRAM ASSURANCES

Subgrant project title: Arrowcreek Open Space Fuel Red-Phase I Subgrant number: USDA/SFA/15/03

This sub-grant is awarded under the terms of Public Law 95-313, Cooperative Forestry Assistance Act of 1978, as amended, Section 9, and accepted for the purpose described in the enclosed narratives. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

**1. Sub-grant associated changes requiring prior approval from NDF**

The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. If any of the conditions listed here within are being considered, notify the NDF grant administrator immediately:

- ☐ Change to scope of work
- ☐ Change to budget
- ☐ Change in key contact personnel
- ☐ Change in completion date of project (must be requested 30 days prior to current expiration)

**2. Printed Material**

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Federal and Nevada Division of Forestry assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant. (See Attachment A, Section F for additional information.)

**3. Clearances and Permits**

The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

**4. Project Maintenance**

Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

**5. Cultural & Historic Properties**

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) (<http://www.achp.gov/regs-rev04.pdf>): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

**6. Reports Required**

Required reports will be specified in the scope of work on page 1 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. **Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry.**

**7. Indemnification**

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.

**8. Trafficking in Persons**

- a. Provisions applicable to a Recipient that is a private entity.
  - 1. You as the Recipient, your employees, contractors under this award, and contractors' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or contracts under the award.
  - 2. We as the State awarding agency may unilaterally terminate this award, without penalty, if you or a contractor that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a Recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a contractor that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- c. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any contract you make to a private entity.
- d. Definitions. For purposes of this award term:
  - 1. “Employee” means either:
    - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**U.S. DEPARTMENT OF AGRICULTURE Certification**  
**Regarding Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ArrowCreek Homeowners Association

Arrowcreek Open Space Fuel Red-Phase I    USDA/SFA/15/03

Organization Name

Sub-grant Project Title or Number

---

Name(s) and Title(s) of Sub-grantee Authorizing Official(s)

---

Signature(s)

Date

Form AD-1048 (1/92)

## Certification of Subgrantee Authorizing Official(s)

Subgrant project title: Arrowcreek Open Space Fuel Red-Phase I Subgrant number: USDA/SFA/15/03

**(1) AUTHORIZED SIGNATURE:**

(a) \_\_\_\_\_  
Typed Name of Subgrant Authorizing Official

(b) \_\_\_\_\_  
Signature of Subgrant Authorizing Official

**(2) OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:**

**(Completion of this section is optional. This section is to be used if someone other than that in section (1) of this page is authorized to make changes to the subgrant or complete any grant functions as mentioned below.)**

I, \_\_\_\_\_ (name from line 1) certify that in addition to myself, the following are representatives of the above named organization, and are authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) \_\_\_\_\_  
(Signature of Organization Representative) (Typed/Printed Name& Title)

(b) \_\_\_\_\_  
(Signature of Organization Representative) (Typed/Printed Name& Title)

(c) \_\_\_\_\_  
(Signature of Organization Representative) (Typed/Printed Name& Title)

# State Fire Assistance Grant Application

| FOR OFFICIAL USE ONLY     |             |
|---------------------------|-------------|
| State Submitting Project: |             |
| State Priority Number:    |             |
| Dollar Amount ReQuested:  | \$24,000.00 |
| Matching Share:           | \$13776.80  |

\*For guidance on filling in each box in this application, refer to the *Criteria and Instructions*

|   |                              |   |
|---|------------------------------|---|
| 1 | <b>Applicant Information</b> |   |
|   | Applicant:                   | Washoe County Regional Parks & Open Space |
|   | Contact Person:              | Cheryl Surface                            |
|   | Address:                     | 1001 E. 9th Street                        |
|   | City/Zip Code:               | Reno NV 89512                             |
|   | Phone (Work/Cell):           | work 775-328-2019 cell 775-721-3663       |
|   | Email:                       | csurface02washoecounty.us                 |
|   | Fax:                         | 775-328-3699                              |
|   | Federal Tax ID/DUNS #:       | 88-6000138\073786998                      |

|                   |                            |  |
|-------------------|----------------------------|--|
| 2                 | <b>Project Information</b> |  |
|                   | Name of Project:           | Arrowcreek Open Space Fuel Reduction Project-Phase I |
|                   | Community Name:            | Arrowcreek   |
|                   | County(ies):               | Washoe   |
|                   | Coneressional District:    | 2  |
| Latitude: [39*23' |                            | Longitude: [119*49'                                  |

| 3 | Total Project Expense                                     |                                  |        |             |             |
|---|---|----------------------------------|--------|-------------|-------------|
|   | Budget Detail (Provide additional information In Block 4) | Grant Share (\$Amount Requested) | Match  |             | TOTAL       |
|   |   |                                  | Dollan | In-Kind     |             |
|   | Penonnel/ Labor:  |                                  |        | \$10,627.20 | \$10,627.20 |
|   | Fringe Benefits:  |                                  |        |             | \$0.00      |
|   | Travel:   |                                  |        |             | \$0.00      |
|   | Equipment:  |                                  |        | \$3,149.60  | \$3,149.60  |
|   | Supplies:   |                                  |        |             | \$0.00      |
|   | Contractual:  | \$24,000.00                      |        |             | \$24,000.00 |
|   | Construction:   |                                  |        |             | \$0.00      |
|   | Other:  |                                  |        |             | \$0.00      |
|   | Indirect Costs:   |                                  |        |             | \$0.00      |
|   | TOTAL:  | \$24.000.00                      | \$0.00 | \$13.776.80 | \$37,776.80 |

|   | Budget Narrative  |  |
|---|---|--|
| 4 | <p>The proposed budget includes two weeks of North Lake Tahoe Fire Protection District 10-person crew time and overhead. The matching amounts are for Washoe County trustee crew time and supervision to chip and spread the material over the restored area. Also included as match is the use of the chipper and revegetative seed.</p> |  |

|   | The Project   |  |
|---|---|--|
| 5 | <p>Arrowcreek Open Space Fuel Reduction Project involves the removal and thinning of brush to create a shaded fuel break between County Open Space and the private development located within the community of Arrowcreek. The treatment area totals approximately 183 total acres of Washoe County Open Space which is moderately sloped rangeland. The general treatment will include cutting, chipping and removal of brush using mechanical mastication equipment, hand crews and chipping of piles. The purpose of this project is to reduce the native fuels surrounding the community of Arrowcreek on County lands. This fuels reduction project will 1. increase firefighter and public safety by reducing the intensity of a wildland interface fire. 2. Reduce hazardous fuels located within the Arrowcreek Community on Washoe County public property. 3. Improve access for fire apparatus and personnel into and out of the open space. 4. Will reduce the risk and severity of wildland fire by reducing brush continuity to minimize fire spread and intensity and reduce the fuel load to improve rangeland health.</p> <p>The Arrowcreek Homeowners Association (HOA) paid for a private contractor to complete a Wildfire Fuels Assessment for the Arrowcreek Community, which included recommendations for Washoe County Open Space, and listed the Open Space as a high priority for treatment. This project will provide the fuel reduction continuity between the public and private property. This is Phase 1.</p> |  |

|   | Relation to Forest Action Plan/CWPP  |  |
|---|--|--|
| 6 | <p>This project fits into the Forest Action Plan for Nevada in three determined goal areas:</p> <p>1. ENHANCING -Annual Grasses: to meet the objective of restoring fire adapted lands and reduce risk of wildfire impacts. This project can significantly reduce the risk of catastrophic wildfire while enhancing the landscape and reducing the amount of cheatgrass and medusahead grass.</p> <p>2. CONSERVING -Development Risk: objective is to identify and conserve high priority forest ecosystems and landscapes. This project includes Washoe County Open Spaces areas adjacent to the Arrowcreek community. These open space areas are important to protecting the ecological important landscapes and wildlife corridors from future development.</p> <p>3 PROTECTING -Wildland Urban Interface: objective is to restore fire-adapted lands and reduce risk of wildfire impacts and assist communities in planning for and reducing wildfire risks. The Arrowcreek HOA paid for a wildland fuel risk assessment which listed Washoe County Open Space as a high priority area for treatment. ADDITIONALLY - this project is listed in the Southwest Community Wildfire Protection Plan (CWPP) as a high fuel hazard area.</p> |  |

|   | Proposed Activities   |  |
|---|---|--|
| 7 | <p>This project will treat a large expanse of unburned sagebrush and bitterbrush fuels south of the community of Arrowcreek to breakup the continuous fuel bed and reduce the overall fuel load. Mastication and/or hand thinning will be used to create a landscape mosaic. Interspaces between shrub islands will be seeded in the fall following treatment to replace hazardous fuels with fire-resistant grass and wildflower species. The Project Plan includes:</p> <ol style="list-style-type: none"> <li>1. Remove all dead and approximately 75% of the live brush within the project site which is 100 feet from the private property boundary parcels adjacent to Washoe County Open Space.</li> <li>2. Mechanical equipment to masticate brush and slash shall be used in areas where appropriate without significant rocky conditions.</li> <li>3. Brush and slash that is removed by hand shall be piled for burning, and or chipped back on the slope to reduce erosion.</li> </ol> <p>The proposed activities shall meet Truckee Meadows Fire Protection District Burn Plans and Washoe County Air Quality requirements. All native grasses, perennial forbs and ground cover shrubs will be left in place where possible.</p> <p>North Lake Tahoe Fire Protection District crews will do the hand thinning, mastication and any pile burning work. Washoe County Trustee crews will be chipping, spreading and seeding the site.</p> |  |

|   | Landscape  |  |
|---|--|--|
| 8 | <p>The large tracts of land around the north and south perimeter of the Arrowcreek community are owned by Washoe County. Large portions of the Washoe County land north of the Community were burned in the 2000 Arrowcreek fire. On the west side of the Community is a narrow band of property belonging to Washoe County that borders the Toiyabe National Forest. This area has received prior fuels reduction treatment. Washoe County Open Space lands on the south side of the Community have not burned in recent years and is characterized by dense, mature stands of mountain shrub vegetation. In the non-burned shrublands, some of the native shrubs have grown to maturity leaving only small interspaces or no interspace between shrubs resulting in a continuous fuel bed and increased potential for severe wildfire spread. Mountain big sagebrush, bitterbrush, low sagebrush are interspersed with cheatgrass, medusahead and perennial pepperweed. This project will provide continuous defensible space for the Arrowcreek Homeowners regardless of public or private property ownership.</p> <p>High fuel hazard conditions occur in areas that have not recently burned, where shrub heights are greater than 30 inches and there is little or no space between shrub crown. All of the Washoe County property on the south side of the Arrowcreek Community was assessed as high fuel hazard condition in the Arrowcreek Community Wildfire Fuels Assessment.</p> <p>This project will directly compliment the Arrowcreek Homeowners Association fuels reduction project on private property where they are creating defensible space adjacent to Washoe County Open Space.</p> |  |

| Project Collaboration |   |
|-----------------------|---|
| 9                     | <p>Arrowcreek Homeowners Association approached Washoe County regarding the need to form a collaborative partnership to treat the wildland fuel risks on both county and private property within the Arrowcreek Community. Washoe County will begin a phased approach to treating the highest hazard parcels on the South Side of the Arrowcreek private property.</p> <p>Washoe County is working with our partners within the agency, including Truckee Meadows Fire Protection District to provide expertise on fuel treatment strategies. Additionally, we are partnering with Nevada Division of Forestry for cultural clearance survey, North Lake Tahoe Fire Protection District for field work and the Arrowcreek Homeowners Association for continuity in our priority project sites.</p> <p>Collaborating Partners: Arrowcreek Homeowners Association - Planning support; Nevada Division of Forestry- Cultural clearance; North Lake Tahoe Fire Protection District- Manpower; Washoe County Trustee Crews- Match- chipping, spreading and seeding; Truckee Meadows Fire Protection District-Match fuel treatment expertise; Washoe County- Match- equipment</p> |

| Project Timeline |  |
|------------------|--|
| 10               | <p>The project will be completed within one calendar year of notice to proceed. Plans call for hand thinning brush upon receipt of the funding, with chipping and seeding occurring in the fall.</p> <p>Begin Date: Upon Notice to Proceed- expectation Spring 2014<br/> Completion Date: Spring 2015<br/> Milestones: Mastication and hand thinning spring 2014 and fall 2014 with no work during fire season months of summer. Fall 2014 chipping and reseeding. Additional work of pile burning over winter if necessary.<br/> Quarterly Accomplishments: Will be provided to NDF on quarterly basis.</p> |

| Project Sustainability |  |
|------------------------|--|
| 11                     | <p>Washoe County will commit to the sustainability of the project by continuing with additional phases to complement and augment the fuels reduction treatment being done by the Homeowners Association. This includes monitoring the project site on a yearly basis for noxious weed infestations and then immediately treating annual weeds and grasses to insure ecosystem restoration sustainability.</p> <p>Washoe County is committed to public outreach through the South Truckee Meadows/Washoe Valley Citizen Advisory Board (CAB) as well as the Arrowcreek Homeowners Association. Washoe County's Arrowcreek Open Space Fuel Reduction Project is in response to a request from the South Truckee Meadows CAB and the Arrowcreek HOA for collaborative treatment of both public and private property. By attending these meetings, Washoe County in partnership with Truckee Meadows Fire Protection District and UNR's Living with Fire program, can continue to educate the public on the need for wildland fuels treatment, but also work together to mitigate the risk of catastrophic future fires.</p> <p>Environmental Factors: Noxious weed treatment; continued funding for future phases by WC staff<br/> Education: Public Outreach through CAB and HOA by Washoe County and TMFPD staff<br/> Commitment: 10-year commitment to monitor and treat site by Washoe County<br/> Monitoring: Yearly monitoring for success and additional treatment by Washoe County &amp; TMFPD.</p> |

ALL INFORMATION MUST FIT INTO THE BOXES PROVIDED. ATTACHMENTS AND/OR MODIFICATIONS WILL NOT BE CONSIDERED BY THE COMMITTEE.

# Arrow Creek Open Space

